



Date: Jan 2, 2004



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Carl J. Conforti
Serial No: 10/612512
Filed: 7/2/2003
For: TEMPERATURE MEASURE DEVICE
Examiner: "unknown"
Art Unit: 2859

CERTIFICATE OF MAILING UNDER 37 C.F.R. § 1.8(a)

The undersigned hereby certifies that this document (along with any paper or fee referred to as being enclosed) is being placed in the United States mail with first-class postage attached on the date indicated above addressed to Assistant Commissioner for Patents, Washington, D.C. 20231.

Signature of Person Mailing

Commissioner of Patents and Trademarks
Washington, D.C. 20231

Sir:

Protest Letter

I, Carl J. Conforti, declare that:

1. I have disclosed the invention to Medport Inc/ Ocean Group of 23 Acorn St Providence, RI 02903 (401)-273 0444 to David Crossely VP of Product Development and Jeff Jacober President of the Ocean Group.

2. The President, Jeff Jacober signed a Non Disclosure agreement June of 2002 in which I had presented to them an IR thermometer model and specification sheet with a unique probe cover design and light. He later indicated on May 22, 2003 there was no interest in the IR thermometer features or design as presented.

3. In the fall of 2003 a product was launched under the Timex brand name manufactured from Ocean Group , with a mark Patent Pending. The materials are enclosed with the mark as indicated.

4. I have filed multiple inventions over the past 2 1/2 years and due to financial limitations did not process this application until May 23, 2003 Application # 60/472,962 as a provisional after being informed from the inventors assistance that I should file all documents at the earliest convenience. I also have a patent attorney and witness that can provide dates even prior to the disclosure on May 1st and June 18th if needed.

Please retain this information on file in the event that the above company has claimed rights to the invention as disclosed or to contest the oath of declaration as filed by the inventor.

SIGNATURE

Signature: Carl J. Angelo

Date: 1-2-2004

Country of Citizenship: U.S.A.

Residence: 30 Riverview Street

Fall River, MA 02724

Post Office Address: Same



THE OCEAN GROUP, INC.

May 22, 2003

Mr. Carl J. Conforti,
Principle Consultant
Product Development & Global Sourcing
PO box 6315
Fall River, MA 02724

Dear Mr. Conforti:

In response to your letter dated May 16, 2003, please be advised that neither The Ocean Group nor Medport has any interest in the disclosures you made on June 16, 2002. All product improvements and concepts regarding our new IR thermometers have been provided by an outside design firm or our current IR manufacturer.

Sincerely,

Jeffrey M. Jacober
CEO/President
The Ocean Group

*9 (after my meeting)
* I Reviewed drawings of Timex
brand and no IR w/ light
was present*

*- they did not have a mfg
@ the time and was to
contract my services to support
the mfg and material courses*

5. RECIPIENT's obligations hereunder will terminate five years from the date of this agreement.

6. RECIPIENT will use the CONFIDENTIAL INFORMATION only in connection with RECIPIENT's evaluation of contemplated business transactions with COMPANY.

And any other hereby related subject matter that is discussed in relation to the above design, manufacture and other associated items may be disclosed after this agreement is read, understood and signed by both parties.

The subject matter to be discussed is to known as proprietary information of Carl J. Conforti and any sub-contracting, disclosure to a third party or manufacture without written permission of Carl Conforti IsourceUs, Fall River, MA will be subject to the associated damages and fines for default of this binding contract agreement in both State and Federal Law and regulated business or Patent laws form the power to enact laws relating to patents, In Article 1, section 8 in the U.S. Department of Congress.

This agreement shall not be signed by either party unless the contract is understood in full detail by both parties participating in the Non-Disclosure Agreement.

Signature (RECIPIENT)

[Signature]

Date: 4/18/02

Signature (COMPANY)

Carl J. Conforti

Date: 6/11/02

: Discard the IR thermometer design disclosed on JPMA
presented a cover / film mfg

Carl J Conforti
SourceUs PRODUCT DEVELOPMENT/
GLOBAL PROCUREMENT
P.O. Box 8315 Fall River, MA 02724
(508) 672-8534

NON-DISCLOSURE AGREEMENT

This agreement is entered into between The Ocean Group ^{Jeff Jacobson CEO / PRESIDENT} of 23 Acorn St, Providence RI 02903 (RECIPIENT) and **Carl J. Conforti, SourceUs** of Fall River, MA 02724 (COMPANY).

Whereas, **RECIPIENT** desires to examine certain confidential information relating to the proprietary method and/or apparatus for IR Thermometry ("Confidential Information") which may be the subject of one or more patents or patent applications, **COMPANY;**

WHEREAS, **COMPANY** desires to make such information available to the **RECIPIENT**.

NOW, THEREFORE the RECIPIENT and COMPANY mutually agrees as follows:

1. The Confidential Information will be maintained in secrecy by the RECIPIENT for a period of five years from the date this agreement is executed.
2. The RECIPIENT will take all reasonable precautions that none of the Confidential Information is disclosed to third persons, other than officers and attorneys having a need to receive information and who agreed to maintain the secrecy thereof, or used, except that the obligation not to disclose or use shall not apply to the information which:
 - a) is or becomes publicly known through no wrongful act or omission by the RECIPIENT.
 - b) The RECIPIENT can show by written records was in its possession at the time of the disclosure and was not acquired directly or indirectly from the COMPANY.
 - c) The RECIPIENT can show information was received by the RECIPIENT after the time of the disclosure hereunder from a third party who did not require that it be held in confidence and who did not acquire it directly or indirectly from the COMPANY.
 - d) Was or hereafter is made available by the COMPANY to another party without obligation of confidentiality.
3. RECIPIENT agrees not to use the CONFIDENTIAL INFORMATION in the making of inventions or the filing of any patent applications, and not use the CONFIDENTIAL INFORMATION to oppose, contest or engage in any interference procedure against any patent application which is currently pending or which may later be filed by the COMPANY, or any patent issuing thereon.
4. RECIPIENT acknowledges and agrees that all right, title and interest in and to the CONFIDENTIAL INFORMATION are the property of the COMPANY or COMPANY designee.

Initial

CE

Initial

CC

Carl J. Conforti, Principle Consultant
Product Development & Global Sourcing

P.O. Box 6315 Fall River, MA 02724
(508) 672-8534

May 16th, 2003

The Ocean Group Inc.
23 Acorn St
Providence, RI 02903
Jeffrey Jacober Chairman and CEO

Re: Confidentiality and Non-Disclosure Agreement ; IR thermometers

Dear Jeff,

The letter is set forth to inform you that you have signed a confidentiality agreement with me on June 18th, 2002 with the understanding that the materials presented to you are to be held confidential and some or all parts may be applied for on my part as the sole owner of the invention disclosed for a US patent.

This is just a reminder for your records and I hope that you will be faithful to the binding contract set forth in the agreement. If you need any further assistance, please don't hesitate to call me.

Thank you!

Sincerely,

Carl J. Conforti
iSourceUs
PO Box 6315
Fall River, Ma 02724
(508)672-8534

KC/CC